

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FBMC Benefits Management, Inc.		01/18/2011	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	WageWorks, Inc.		
Street Address:	1100 Park Place		
Internal Address:	4th Floor		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2203321	EZ REIMBURSE	
Registration Number:	3155609	EZ REIMBURSE HRA	
Registration Number:	3155608	EZ REIMBURSE QTB	
Registration Number:	3263882	EZ REIMBURSE FSA	
Registration Number:	3532851	EZ REIMBURSE HSA	
CORRESPONDENCE DATA			
Fax Number:	(216)861-7864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-861-7864		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		

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NAME OF SUBMITTER:	Deborah A. Wilcox
Signature:	/Deborah A. Wilcox/
Date:	02/19/2011
Total Attachments: 2 source=FMBC to wageworks#page1.tif source=FMBC to wageworks#page2.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into effective as of January 18, 2011 by and between FBMC Benefits Management, Inc. a Florida Corporation ("Assignor"), and WageWorks, Inc., a Delaware Corporation with offices at 4th Floor, 1100 Park Place, San Mateo, California 94401 ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (defined in Section 1.a herein);

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademarks and their corresponding trademark applications as set forth on Schedule I to this Agreement, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Agreement, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademarks.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Agreement, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above.

FBMC Benefits Management, Inc (Assignor)
By: Patricia K Neely
Name: Patricia K Neely
Title: SR VP CLO

WageWorks, Inc. (Assignee)
By: Barbara L. Guzman
Name: Barbara L. Guzman
Title: VP Public Sector Division

Schedule I

Registered Marks

Mark	Registration No.	Issuance Date
EZ REIMBURSE	2203321	November 10, 1998
EZ REIMBURSE HRA	3155609	October 17, 2006
EZ REIMBURSE QTB	3155608	October 17, 2006
EZ REIMBURSE FSA	3263882	July 17, 2007
EZ REIMBURSE HSA	3532851	November 18, 2008

Unregistered Marks:

FRINGE BENEFITS MANAGEMENT COMPANY
PREVIER QTB